MULTIMEDIA UNIVERSITY

STUDENT ID NO | | | | | | | | | | |

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 1, 2022/2023 (TERM ID 2210)

FUCS 2612 – CONSUMER LAW

(All sections / Groups)

7 FEBRUARY 2023
Reading Time: 9.00am – 9.15am
(15 Minutes)
Answering Time: 9.15am – 12.15pm
(3 Hours)

INSTRUCTIONS TO STUDENT

1. Students will have **fifteen minutes** during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining **THREE HOURS** in which to answer the questions.

2. This Question paper consists of 2 pages with 5 Questions only.

3. Answer **ONE** question in **PART A** and **ALL** questions in **PART B**. All questions carry equal marks and the distribution of the marks for each question is given.

4. Students are not allowed to bring in any statutes into the exam venue.

5. Please write all your answers in the Answer Booklet provided.

PART A: ANSWER ONE (1) QUESTION ONLY

QUESTION 1

a) Discuss the prohibition of unsafe goods and the steps that should be taken by the manufacturer for these prohibited goods.

(15 marks)

b) Illustrate the defences available for the supplier for unsafe goods or their failure in complying with the safety requirements.

(10 marks)

(Total: 25 marks)

QUESTION 2

Paragraph 28 of the United Nations Guidelines for Consumer Protection states:

"Governments should establish or maintain legal and/or administrative measures to enable consumers or, as appropriate, relevant organizations to obtain redress through formal or informal procedures that are expeditious, fair, inexpensive and accessible."

With reference to the above provision, explain:

a) The main two (2) government agencies that are concerned with consumer protection in Malaysia.

(15 marks)

b) The definition of consumer and relate it with the scope and protection provided under the Consumer Protection Act 1999.

(10 marks)

(Total: 25 marks)

PART B: ANSWER ALL QUESTIONS

QUESTION 3

Ms. Lulu just turns 45 last month and she is getting worried about her aging signs. She started to notice a few wrinkles near her eyes. She then searches for products to get rid of her wrinkles. She saw an advertisement for "Cantiknya Kau" beauty cream that claims to be able to get rid of those wrinkles with just one bottle.

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Convinced, she went to a nearby pharmacy, "Watzon" and acquired the beauty cream. However, after using half of the bottle of that beauty cream, she noticed that the wrinkles were not disappearing, and to make matters worse, her skin become painful when exposed to the sun. Not long after that, she was admitted to the hospital and was put in the Intensive Care Unit for further treatment. According to her doctor's diagnosis, the cause of her condition was attributed to overexposed to a certain chemical that usually can be found in a cleaning product. Lulu planning to sue "Watzon" for selling the beauty cream.

With reference to the Consumer Protection Act (CPA) 1999 and related cases, identify to Ms. Lulu on her rights and "Watzon" on possible defences (if any).

(Total: 25 marks)

QUESTION 4

a) Examine the significance of *Mutual life and Citizen's Assurance Co. Ltd. v Evatt [1971] AC 793* and whether the decision is beneficial to the consumer.

(10 marks)

b) Based on (a), analyse on whether is there any other implied promise(s) that can be granted to the consumer. Support your answer with relevant cases and authorities.

(15 marks)

(Total: 25 marks)

QUESTION 5

Dome, a group leader of a volunteer group had urgently bought 50 life jackets so that it can to be distributed for flood victims at temporary evacuation centres in Malaysia. He was satisfied with the sample provided by the seller thus immediately made the purchase. He bought it for RM150.00 each as he deems it is appropriate to do so based on the sample given. Unfortunately, he was informed by his member that the products they received are totally different from the sample previously given as the life jacket is easily tearable and too small for an adult.

With reference to Consumer Protection Act 1999, examine on Dome's consumer rights.

(Total: 25 marks)

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